Customs Bulletin

Regulations, Rulings, Decisions, and Notices concerning Customs and related matters

and Decisions

of the United States Court of Customs and Patent Appeals and the United States Customs Court

Vol. 11 JUNE 29, 1977 No. 26

This issue contains

T.D. 77-157 through 77-160

General Notice

C.D. 4699

DEPARTMENT OF THE TREASURY
U.S. Customs Service

NOTICE

The abstracts, rulings, and notices which are issued weekly by the U.S. Customs Service are subject to correction for typographical or other printing errors. Users may notify the U.S. Customs Service, Logistics Management Division, Washington, D.C. 20229, of any such errors in order that corrections may be made before the bound volumes are published.

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U.S. Customs Service

Treasury Decisions

(T.D. 77-157)

Foreign currencies—Daily rates for countries not on quarterly list

Rates of exchange certified to the Secretary of the Treasury by the Federal Reserve Bank of New York for the Hong Kong dollar, Iran rial, Philippines peso, Singapore dollar, Thailand baht (tical)

DEPARTMENT OF THE TREASURY,
OFFICE OF THE COMMISSIONER OF CUSTOMS,
Washington, D.C., June 8, 1977.

The Federal Reserve Bank of New York, pursuant to section 522(c), Tariff Act of 1930, as amended (31 U.S.C. 372(c)), has certified buying rates in U.S. dollars for the dates and foreign currencies shown below. These rates of exchange are published for the information and use of Customs officers and others concerned pursuant to Part 159, Subpart C, Customs Regulations (19 CFR 159, Subpart C).

Hong Kong dollar:	
May 30, 1977	Holiday
May 31, 1977	$0.2131
June 1, 1977	.2132
June 2, 1977	.2134
June 3, 1977	.2130
Iran rial:	
May 30, 1977	Holiday
May 31, 1977	$0.0141
June 1, 1977	.0141
June 2, 1977	.0141
June 3, 1977	.0140

Philippines peso:	
May 30, 1977	Holiday
May 31, 1977	$0.1340
June 1, 1977	.1340
June 2, 1977	.1340
June 3, 1977	.1350
Singapore dollar:	
May 30, 1977	Holiday
May 31, 1977	$0.4058
June 1, 1977	.4055
June 2, 1977	.4055
June 3, 1977	.4055
Thailand baht (tical):	
May 30, 1977	Holiday
May 31, 1977	$0.0490
June 1, 1977	.0490
June 2, 1977	.0490
June 3, 1977	.0450

(LIQ-3)

JOHN B. O'LOUGHLIN,
Director,
Duty Assessment Division.

(T.D. 77-158)

Foreign Currencies—Certification of rates

Rates of exchange certified to the Secretary of the Treasury by the Federal Reserve Bank of New York

DEPARTMENT OF THE TREASURY,
OFFICE OF THE COMMISSIONER OF CUSTOMS,
Washington, D.C., June 8, 1977.

The Federal Reserve Bank of New York, pursuant to section 522(c), Tariff Act of 1930, as amended (31 U.S.C. 372(c)), has certified the following rates of exchange which varied by 5 per centum or more from the quarterly rate published in Treasury Decision 77-106 for the following country. Therefore, as to entries covering merchandise exported on the dates listed, whenever it is necessary for Customs

purposes to convert such currency into currency of the United States, conversion shall be at the following rates:

Finland markka:

May 30, 1977	Holiday
May 31, 1977	$0.2452
June 1, 1977	.2449
June 2, 1977	.2453
June 3, 1977	.2454

(LIQ-3)

JOHN B. O'LOUGHLIN,
Director,
Duty Assessment Division.

(T.D. 77-159)

Bonds

Discontinuance of consolidated aircraft bond (air carrier blanket bond) Customs Form 7605

DEPARTMENT OF THE TREASURY,
OFFICE OF THE COMMISSIONER OF CUSTOMS,
Washington, D.C., June 9, 1977.

The following consolidated aircraft bond has been discontinued as shown below:

Name of principal and Surety	Date Term Commences	Date of Approval	Filed with district director of Customs; amount
British Caledonian Airways (Charter) Ltd., London Airport, Gatwick, Horley, Surrety, England; Commercial Ins. Co. of Newark, NJ D 3-31-73	June 1, 1972	June 21, 1972	J. F. K. Airport; $100,000

The foregoing principal has not been designated as a carrier of bonded merchandise.

(BON-3-01)

LEONARD LEHMAN,
Assistant Commissioner,
Regulations and Rulings.

(T.D. 77-160)

Notice of postponement of effective date of Customs Regulations relating to Customs seals

DEPARTMENT OF THE TREASURY,
OFFICE OF THE COMMISSIONER OF CUSTOMS,
Washington, D.C.

TITLE 19—CUSTOMS DUTIES

CHAPTER I—UNITED STATES CUSTOMS SERVICE

PART 18 — TRANSPORTATION IN BOND AND MERCHANDISE IN TRANSIT

PART 24 — CUSTOMS FINANCIAL AND ACCOUNTING PROCEDURE

AGENCY: United States Customs Service.

ACTION: Notice of postponement of effective date of regulations.

SUMMARY: This document postpones from April 25, 1977 to August 22, 1977, the effective date of amendments to the Customs Regulations which require the use of high security red in-bond Customs seals on conveyances or compartments in which carload lots of bonded merchandise are transported.

The Customs Service has been advised by representatives of the seal manufacturing industry that orders for the high security seals cannot be filled by that date.

DATE: Effective date postponed to August 22, 1977.

FOR FURTHER INFORMATION CONTACT:

Lee H. Kramer, Attorney, Regulations and Legal Publications Division, United States Customs Service, Washington, D.C. 20229 (202-566-8237).

SUPPLEMENTARY INFORMATION: Pursuant to Treasury Decision 77–30, which was published in the FEDERAL REGISTER on January 24, 1977 (42 FR 4120), sections 18.4 and 24.13 of the Customs Regulations (19 CFR 18.4, 24.13), were amended to provide that conveyances or compartments in which carload lots of bonded merchandise are transported, shall be sealed with high security red in-bond Customs seals, or if incapable of being so sealed, with red in-bond Customs seals. Although the metal strap seal presently in use will indicate that a conveyance or compartment has been opened, it does not offer any physical protection to the contents of the conveyance or compartment. In laboratory tests and field evaluations, high security seals have been found to be suitable to provide both accountability and physical protection for cargo. High security seals can be very effective in preventing the theft of cargo. The effective date of these amendments was April 25, 1977. However, the Customs Service has been advised by representatives of the seal manufacturing industry that orders for the high security seals cannot be filled by that date. Consequently, many of the carriers of bonded merchandise will be unable to comply with the amended Customs Regulations.

In order to allow adequate time for the manufacture and distribution of high security red in-bond Customs seals, the effective date of amended sections 18.14 and 24.13 of the Customs Regulations is hereby postponed until August 22, 1977. (ADM–9–03)

VERNON D. ACREE,
Commissioner of Customs.

Approved: April 19, 1977
JOHN H. HARPER,
Assistant Secretary of the Treasury

[Published in the FEDERAL REGISTER April 29, 1977 (42 FR 21784)]

235–616—77——2

General Notices

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE

Individual Notification of Right To Contest Administrative Decisions

AGENCY: United States Customs Service, Department of the Treasury,

ACTION: General Notice.

SUMMARY: The Customs Service, under a new procedure, will now notify each party of its right to seek judicial review of certain administrative decisions. The procedure is being adopted by the Customs Service in order to ensure that each party entitled to seek judicial review of certain administrative decisions is aware of its right to do so.

EFFECTIVE DATE: June 17, 1977.

FOR FURTHER INFORMATION CONTACT:

Richard M. Belanger, Attorney, Regulations and Legal Publications Division, United States Customs Service, 1301 Constitution Avenue, NW., Washington, D.C. 20229 (202–566–8237).

SUPPLEMENTARY INFORMATION:

BACKGROUND

Under sections 514 and 515 of the Tariff Act of 1930, as amended (19 U.S.C. 1514, 1515), and Part 174 of the Customs Regulations (19 CFR Part 174), a party dissatisfied with any of certain decisions made by a district director or regional commissioner of Customs may obtain review of that decision by filing a protest in writing with that Customs officer. A party may also seek further review of a protest by a Customs officer on a level higher than that of the Customs officer who participated directly in the decision which is the subject of the protest. The appropriate Customs officer shall review the protest and shall allow or deny the protest in whole or in part. Notice of the denial of any protest will be mailed to the protesting party. The party may then contest the denial of the protest by bringing a civil action in the United States Customs Court in accordance with 28 U.S.C. 2632.

It has come to the attention of the Customs Service that occasionally a party may not be aware of its right to judicial review of a denial of a protest.

Accordingly, Customs will immediately begin to individually notify each party of its right to judicial review in writing at the time of notice of denial of the protest. Furthermore, Customs will prepare appropriate amendments to Part 174 of the Customs Regulations to reflect this new procedure.

(ADM-9-03)

HARVEY B. FOX,
for LEONARD LEHMAN,
Assistant Commissioner,
Regulations and Rulings.

[Published in the FEDERAL REGISTER June 17, 1977 (42 FR 30961)]

Decisions of the United States Customs Court

Customs Decision

(C. D. 4699)

ED ALEXANDER *v.* UNITED STATES

Nylon tennis string

It is established that, in the condition imported, the nylon string consists of two precut lengths of string contained in a plain see-through plastic or cellophane bag bearing only one mark that reads "Made in Japan." Plaintiff testified that in the bulk lots imported the nylon string was sold to manufacturers of racket frames, and further stated that it was not his business to know, and he did not know what the manufacturers did with the imported nylon string.

For tariff purposes, racket strings that are parts of lawn-tennis equipment include only such as are "put up and packaged for retail sale" in small quantities for ultimate consumers. *Lyons*

Export & Import, Inc. v. *United States*, 65 Cust. Ct. 394, 398, C.D. 4111 (1970), *aff'd*, 59 CCPA 142, C.A.D. 1056, 461 F. 2d 830 (1972).

HELD. Plaintiff, claiming that the imported nylon string is classifiable as parts of lawn-tennis equipment, failed to establish that, in the condition imported, the nylon string was put up and packaged for retail sale in small quantities to ultimate consumers and failed to overcome the presumption that the nylon string was properly classified under TSUS item 389.60.

Court No. 76-3-00648

Port of Los Angeles

[Judgment for defendant.]

(Decided May 31, 1977)

Glad, Tuttle & White (*Edward N. Glad* of counsel) for the plaintiff.
Barbara Allen Babcock, Assistant Attorney General (*David M. Cohen*, Chief, Customs Section, and *Sidney N. Weiss*, trial attorney), for the defendant.

LANDIS, Judge: This action involves the classification of merchandise invoiced as "nylon tennis string." Plaintiff imported the nylon string from Japan in November 1974.

Pursuant to the Tariff Schedules of the United States (TSUS) a customs import specialist at the Los Angeles district port of entry classified the nylon string as man-made fiber, not specially provided for, dutiable under item 389.60 of TSUS, schedule 3, part 7, subpart B.

Plaintiff claims that the nylon string is properly classifiable as parts of lawn-tennis equipment, specially provided for in TSUS schedule 7, part 5, subpart D, and dutiable under item 734.88.

Nylon string classified under TSUS item 389.60 is dutiable at 25 cents per pound plus 15 per centum ad valorem. Plaintiff paid that duty rate to obtain release and delivery of the nylon string from customs custody. Nylon string assessed under TSUS item 734.88 is dutiable at only 4 per centum ad valorem. Should plaintiff prevail in this action he is entitled to a refund of the difference in the duty rates.

The pertinent context of the disputed TSUS classifications, items 389.60 and 734.88, is as follows:

As classified:

	Articles not specially provided for, of textile materials:

	Lace or net articles, whether or not ornamented, and other articles ornamented:	
	* * * * * * *	
	Other articles, not ornamented:	
	* * * * * * *	
	Of man-made fibers:	
* * *	Knit * * *----------	* * *
* * *	Pile * * *----------	* * *
389.60	Other----------	25¢ per lb. +15% ad val.

As claimed:

	Lawn-tennis equipment, and parts thereof:	
* * *	Balls----------	* * *
	Rackets, whether or not strung:	
* * *	Not strung----------	* * *
* * *	Strung----------	* * *
734.88	Other----------	4% ad val.

TSUS, schedule 3, part 1, in a subpart E headnote, leavens the above classifications *inter alia*, providing as follows:

Subpart E headnotes:

1. The provisions of this subpart do not cover—

* * * * * * *

(ix) racket strings put up and packaged for retail sale (see part 5D of schedule 7) * * *

* * * * * * *

2. (a) For the purposes of the tariff schedules, the term "*man-made fibers*" refers to the filaments, strips, and fibers covered in this subpart. [Emphasis quoted.]

* * * * * * *

It has been stated by this court in effect that, for tariff purposes, racket strings that are parts of lawn-tennis equipment include only such as are "put up and packaged for retail sale." *Lyons Exports & Import, Inc.* v. *United States*, 65 Cust. Ct. 394, 398, C.D. 4111 (1970), affirmed on appeal in an opinion decision written by Judge Re (now Chief Judge) of this court sitting by designation as a member of the Court of Customs and Patent Appeals, 59 CCPA 142, C.A.D. 1056, 461 F. 2d 830 (1972). In the condition imported, the nylon string in this case was cut to specific lengths and packaged. Plaintiff contends that in the condition that it was cut to specific lengths and packaged, the

imported nylon string was put up and packaged for retail sale in lengths sufficient to string one tennis racket. Defendant, citing *Lyons Export & Import, Inc.* v. *United States, supra, inter alia*, argues that the evidence is insufficient to support the fact that the imported nylon string was put up and packaged for retail sale in lengths sufficient to string one tennis racket.

The record consists of testimony from Edward Alexander, the plaintiff, and testimony of William R. Johns, a witness for defendant. There are eight exhibits, three for plaintiff (exhibits 1, 2 and 3) and five for defendant (exhibits A, B, C, D and E). The official customs entry papers are also in evidence.

It is established beyond dispute that, in the condition it was imported, the nylon string consists of two precut lengths of string contained in a plain see-through plastic or cellophane bag bearing only one mark that reads "Made in Japan." The closure of the bag is stapled. Entry No. 836707, identified with this action, covers 10,000 such bags, packed in four cases (2,500 to a case), each bag containing two strings precut to a length that measures 14 feet 3 inches.[1] The remaining entry in this action, No. 836708,[2] covers 20,000 such bags, packed in eight cases (2,500 to a case), each bag containing two precut lengths of string, one measuring 16 feet 3 inches, and one measuring 14 feet 2 inches.[3] On trial, plaintiff identified samples of the nylon string, packaged as described above, and imported under entry Nos. 836707 and 836708 (exhibits 1, 2 and 3). The samples were received in evidence without objection.[4]

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[1] Defendant contends that two strings, each measuring 14 feet 3 inches, are not enough to string a tennis racket.

[2] This action originally included three customs entries numbered 836707, 836708, and 833847. On trial, plaintiff abandoned the action as to entry No. 833847.

[3] Defendant contends that there is no evidence that, in the condition imported, the strings are put up and packaged for retail sale.

[4] Defendant in Point 1 of its brief argues that plaintiff has not proved the identity, i.e., number of nylon strings contained in the packages covered by active entries 836707 and 836708. In support, defendant relies on plaintiff's pretrial interrogatories (exhibit A) where plaintiff stated that some packages of precut nylon string "come imported" in packages containing enough string to string one racket, and that two packages each containing 100 pieces of string cut in varying lengths will string 100 rackets; also that approximately 25% of the importations involve packages containing enough string to string one racket, and approximately 75% involve packages containing enough string for 100 rackets. Based on those percentages, defendant postures that the packages imported under entry Nos. 836707 and 836708 must include packages containing 100 strings and that plaintiff has failed to identify them with either entry.

Defendant cross-examined plaintiff on the point and plaintiff explained that this was his first time in court and that his statements in response to the interrogatories reflected his general import business in all packaged nylon string and not the packages covered by the active entries in this case which contain two strings, enough to string one racket. Trial testimony can properly explain statements made in response to pretrial interrogatories. Since defendant did not object to the samples admitted in evidence (exhibits 1, 2 and 3) as representative of the nylon string imported in connection with entries 836707 and 836708, the identity of the imported nylon string in packages containing two precut lengths of string is established by the samples. Defendant offered no evidence to the contrary.

Plaintiff testified that the 10,000 packages covered by entry No. 836707 (exhibits 1 and 2) were sold, in the condition imported, to two manufacturers, identified as Leach, Inc. and P.D.P. (Professional Design Products); that he sold the 20,000 packages covered by entry No. 836708 to Wilson Sporting Goods; that the different lengths are precut to his purchasers' specifications for tennis rackets of different head size; that two strings in the lengths packaged and imported are enough to string one tennis racket, and that some tennis rackets require longer lengths. He was, said plaintiff, familiar with racquetball rackets and squash ball rackets; that tennis string had a higher tensile strength than string for racquetball rackets or squash rackets, and because the lower the tensile, the less expensive the string, it would make no sense to use high tensile string in racquetball rackets or squash rackets. In substance, he testified that the imported packaged string is tensiled for tennis rackets and not for racquetball or squash rackets.

On cross-examination, plaintiff stated that Leach made plastic tennis rackets and racquetball rackets, but he acknowledged that the racket string sold to Leach in this case was after Leach had discontinued making tennis rackets. He surmised that Leach probably had a large inventory of tennis racket frames to be strung with the nylon string plaintiff sold them. P.D.P., plaintiff said, makes tennis rackets and does not make racquetball rackets. Wilson Sporting Goods makes tennis rackets. For all that, when asked what the manufacturers do with the nylon string, plaintiff testified: "I don't know what they do with the string. I do not know what they do with the string after they get it. That is not my business." [5]

Defendant's witness, Mr. William R. Johns, testified that he operates a retail sports store in Los Angeles. He stated that his store specializes to the extent that 90% of the business is in racket sports and, of that, 60% has to do with stringing rackets. It is Mr. John's testimony that most tennis string is sold at retail in conjunction with stringing a customer's racket, using two hydraulic stringing machines; that plaintiff's exhibit 3 (two strings, one 16′3″ and one 14′2″) is enough to string one tennis racket; that he doubts that plaintiff's

[5] At the close of Mr. Alexander's testimony plaintiff rested his case and defendant, on motion in open court, immediately proceeded to offer in evidence, as part of the official record, "all three entries and all the court papers." The papers were admitted in evidence without objection. Following the receipt of said evidence, on motion pursuant to rules 8.3(c) and 8.3(d) of the rules of this court, defendant asked the court to dismiss plaintiff's action for failure to prove a *prima facie* case. Plaintiff oppoesd the motion. Ruling on the motion was reserved, and counsel directed to brief the motion together with the merits of this action. Defendant having proceeded to offer evidence prior to making the motion is deemed to have waived the motion, and it is denied. See, *A. & N. Club, etc.* v. *Great American Insurance Company*, 404 F. 2d 100, 103 (9th Cir. 1968); *Wealden Corporation, et al.* v. *Schwey, et al.*, 482 F. 2d 550, 551 (5th Cir. 1973); 5 *Moore's Federal Practice*, section 41.13 [1] at 1149, discussing principle that motion to dismiss at the close of plaintiff's evidence is waived if defendant proceeds with its case before the court rules on the motion.

exhibits 1 and 2 (two strings in each, both measuring 14′3″) are enough to string a common tennis racket, but the strings are appropriate to string racquetball and squash rackets; that very rarely does a customer come into his store and ask for tennis string; that if a customer should ask for tennis string, he sells it in packaged form, if available, otherwise he cuts a length of 33 to 35 feet off a large roll for the customer and that he has never seen or sold string, packaged or otherwise, in two lengths of 14′3″ each, or for that matter in two lengths, one 16′3″, the other 14′2″. Mr. Johns further testified that he has seen retail packages containing tennis string, most commonly in 33-foot lengths and 22 feet in combination with 11 feet, and identified brand name packaged tennis string in 35-foot length (exhibits C and D) and 34-foot length (exhibit E).

On cross-examination, Mr. Johns testified that the amount of string needed to string a tennis racket differs depending on the model that is being strung. It is possible that there are models that require two strings of the same length for the main vertical strings and the cross strings of a racket. Professional Design Products (P.D.P.) manufactures three models of tennis rackets and Mr. Johns stated that, as yet, he has had no occasion to string the smallest model which is prestrung in the factory. It is possible, he said, that P.D.P. makes a tennis racket that takes two strings of the same length, but he did not know for certain. He was familiar with the P.D.P. junior rackets but had no experience stringing them and could not say how much string they would need to string them.

When questioned by plaintiff about his sales for tennis string to take out, Mr. Johns' testimony was as follows:

> Q. Mr. Johns, how often does it happen that you have a customer that just buys the tennis string?—A. Very rarely.
> Q. How rare is rare?—A. A dozen times a year at the most.
> Q. And how many tennis racquets do you sell during a year's time?—A. Well, in the area of thousands.
> Q. And how many tennis racquets would you say you restring during a year's time?—A. Well, if we average 25 a day, 25 times six is 150, so 150 times 52.

On the merits, defendant points out that the evidence establishes that plaintiff sold the racket strings in this case in the bulk lot imported only to manufacturers. Relying on the *Lyons* case, *supra*, defendant postures that the TSUS language "put up and packaged for retail sale" requires evidence that the package is sold at retail to the ultimate consumer. Plaintiff contends that the *Lyons* case does not even support, much less hold, that the classification of tennis string requires that the string be sold at retail to the ultimate con-

sumer. *Lyons*, according to plaintiff, supports the customs administrative view [6] that tennis string, imported in lengths required for stringing one tennis racket, is properly classifiable under the provision for lawn-tennis equipment and parts thereof in TSUS item 734.88. Plaintiff thus concludes that, in terms of the TSUS limitation on the classification of racket string, the headnote merely requires that, in the condition imported, the racket string is put up and packaged for retail sale.

The *Lyons* case, relied on by defendant, involved tennis string in coils 660 feet in length, wound on plastic reels, and shown to be sold to sporting goods dealers and the tennis professional. Factually it was not, in that form and condition, "put up and packaged for retail sale" because as this court stated it "would be unreasonable to assume, without evidence, that a reel 660 feet—enough to string about 20 tennis rackets—is a retail package." *Lyons*, *supra* (65 Cust. Ct., p. 399). On appeal, the appeals court examined the various lexicographic definitions of the terms "retail" and "retail sale." In determining the meaning of those terms, the appeals court, found that sales at retail are commonly viewed as sales in small quantities to ultimate consumers, and stated as follows:

> Bearing the foregoing in mind, it cannot be said that the court below erred in concluding that only tennis string put up and packaged for sale in small quantities for ultimate consumers was to be classified as lawn-tennis equipment, and parts thereof.
>
> An examination of the record reveals that, at the trial, appellant succeeded in showing only that Elascord is sold to "sporting goods dealers and the tennis professional." It did not prove that these were sales to the ultimate consumer. Consequently the Customs Court could not have found that the merchandise consisted of "racket strings put up and packaged for retail sale." Therefore, since it cannot be said that the Customs Court erred on the evidence before it, we affirm. [59 CCPA 142, 145, C.A.D. 1056, 461 F. 2d 830, 832 (1972).]

Upon weighing and considering the testimony adduced on this record, I conclude that plaintiff has failed to establish that the racket string is put up and packaged for retail sale. Plaintiff's testimony merely establishes that the racket string was sold by him to manufacturers. Beyond that plaintiff did not know what they did with it. Plaintiff's testimony is plainly not evidence that the racket string was put up and packaged for retail sale. Defendant's witness testified that, in his tennis retail business, he used almost all his tennis string for restringing tennis rackets using hydraulic machines; "very rarely"

[6] See T.D. 56502(38), 100 Treas. Dec. 632, and T.D. 66-157(18), 101 Treas. Dec. 436.

did he sell tennis string to take out, a "dozen times a year at the most." Such testimony obviously does not cure plaintiff's own failure to show that the racket string imported in this case was put up and packaged for retail sale. If the evidence can be said to prove anything, it is that the imported racket string was not put up and packaged for retail sale because it was sold to manufacturers of rackets for a purpose not disclosed in this record. There is not a scintilla of evidence that the imported string was put up for retail sale. If in fact it was put up for retail sale. I cannot perceive why evidence was not introduced to that effect. On this record, the question is left open and the court "may not properly supply from imagination the essentials in which the proofs are deficient." *United States* v. *Malhame & Co.*, 19 CCPA 164, 171, T.D. 45276 (1931). Plaintiff has not overcome the presumption that the nylon string was properly classified under TSUS item 389.60, *United States* v. *New York Merchandise Co., Inc.*, 58 CCPA 53, C.A.D. 1004, 435 F. 2d 1315 (1970).

The action is, accordingly, dismissed. Judgment will so enter.

Decision on Petition for Rehearing Before the United States Court of Customs and Patent Appeals

JUNE 2, 1977

APPEAL 76-27.—United States *v.* The Kanthal Corporation.—METAL PRODUCTS—ROUND WIRE—WIRE RODS—TSUS.—C.D. 4644 reversed April 21, 1977. C.A.D. 1188. Petition filed by appellee on May 12, 1977 denied.

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U.S. Customs Service

Customs Court

DEPARTMENT OF THE TREASURY
U.S. CUSTOMS SERVICE
WASHINGTON, D.C. 20229

U.S. GOVERNMENT PRINTING OFFICE: 1977